

PLEASE RETURN THIS

COPY

PLEASE RETURN THIS FORM even though you cannot submit a bid and state your reason. Your name may be removed from the mailing list for failure to bid and/or failure to state reasons for not submitting a bid.

SHIP TO see release for actual agenc

THE ABOVE NUMBER MUST APPEAR ON ALL CORRESPONDENCE

Request for Quotation

RFQ NUMBER REVISION

PAGE

Detroit, MI 48226

50238

**BILL TO** 

Coleman A Young Municipal Ce 2 Woodward Avenue Ste 642 Detroit, MI 48226

SUPPLIER NO. DATE OF REQUEST REVISED DATE/BUYER

1015464

12-MAR-15 SHIP VIA

PAYMENT TERMS Net 30 FREIGHT TERMS

QUOTE VIA

F.O.B.

19-MAR-15 I Patterson

CONFIRM TO / TELEPHONE Sealed Bid DUE DATE QUOTE INFORMATION VALID 01-APR-15 FROM 02-APR-15 TO 01-JUL-15 LINE ITEM NUMBER / DESCRIPTION DELIVERY DATE QUANTITY UNIT UNIT PRICE **EXTENSION** TAX THIS RFQ#50238 WAS CREATED IN ACCORDANCE WITH PERIOD AGREEMENT REQUEST#237 THIS BID SOLICITATION INCLUDES THE CITY OF DETROIT'S PREFERENCE FOR ENVIRONMENTALLY PREFERRED GOODS AND SERVICES WHERE APPLICABLE. THE CITY OF DETROIT WILL UTILIZE AND COMPARE THE RESPONSES TO THIS BID TO AVAILABLE COOPERATIVE PURCHASING AGREEMENTS. FOR A COMPLETE EXPLANATION REFER TO CHAPTER 18 OF THE 1984 DETROIT CITY CODE, FINANCE AND TAXATION, ARTICLE V PURCHASES AND SUPPLIES, DIVISION 1 GOODS AND SERVICES. REJECTIONS, MODIFICATIONS, CANCELLATIONS: THE CITY OF DETROIT EXPRESSLY RESERVES THE RIGHT TO: 1) ACCEPT OR REJECT, WHOLE OR IN PART, ANY AND ALL PROPOSALS RECEIVED; 2) WAIVE ANY NON-WHOLE OR IN PART, ANY AND ALL PROPOSALS RECEIVED; 2) WAIVE ANY NONCONFORMITY; 3) RE-ADVERTISE FOR PROPOSALS; 4) WITHHOLD THE AWARD FOR ANY
REASON THE CITY DETERMINES; 5) CANCEL AND/OR POSTPONE THE REQUEST FOR
PROPOSALS, IN PART OR IN ITS ENTIRETY, AND/OR, 6) TAKE ANY OTHER APPROPRIATE
ACTION THAT IS IN THE BEST INTEREST OF THE CITY. THIS REQ DOES NOT COMMIT
THE CITY OF DETROIT TO AWARD A CONTRACT, TO PAY ANY COST INCURRED IN THE PREPARATION OF PROPOSAL UNDER THIS REQUEST, OR TO PROCURE OR CONTRACT FOR SERVICES. ALL OUTGOING BID SOLICITATIONS WILL BE THROUGH E-MAIL ONLY. TO SUBMIT A BID PLEASE ADHERE TO THE FOLLOWING: ALL VENDORS SUBMITTING A BID FOR CONSIDERATION ARE REQUIRED TO PROVIDE A SEALED BID IN HARD COPY FORMAT WITH AN ORIGINAL, ONE COPY AND A SOFT COPY ON FLASH DRIVE USING THE MICROSOFT OFFICE 2000-2003 SOFTWARE. FAILURE TO DO SO COULD RESULT IN REJECTION OF YOUR BID. ALL FLASH DRIVES BECOMES THE PROPERTY OF THE OFFICE OF CONTRACTING AND PROCUREMENT.

> This Is Not An Order Do Not Detach - Return All Papers



CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION 1008 COLEMAN A. YOUNG MUNICIPAL CENTER DETROIT, MICHIGAN 48226 PHONE 313 • 224 • 4600 FAX 313 • 224 • 4374

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PAYMENT TERMS

**COPY** 

SUPPLIER NO. 1015464

DATE OF REQUEST

12-MAR-15

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REVISED DATE/BUYER

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F.O.B. Net 30 FREIGHT TERMS QUOTE VIA CONFIRM TO / TELEPHONE Sealed Bid DUE DATE QUOTE INFORMATION VALID 01-APR-15 FROM 02-APR-15 TO 01-JUL-15 ITEM NUMBER / DESCRIPTION LINE DELIVERY DATE QUANTITY UNIT UNIT PRICE EXTENSION TAX PLEASE INDICATE ON THE OUTSIDE PACKAGE OF YOUR SEALED BID THE FOLLOWING: THE DUE DATE, THE RFQ#, AND THE COMMODITY. THIS IS A FORMAL BID SOLICITATION. BIDS MUST BE SUBMITTED TO THE CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION, ROOM 1008, COLEMAN A. YOUNG MUNICIPAL CENTER, DETROIT, MI 48226 ON OR BEFORE 11:00AM ON APRIL 1, 2015 AND WILL BE RECORDED AND NOT READ FOR PUBLIC IDENTIFICATION PURPOSES ONLY ON APRIL 1, 2015 AT 11:30 AM. THIS PUBLIC RECORDING WILL BE HELD IN THE OFFICE OF CONTRACTING & PROCUREMENT, ROOM 1008, COLEMAN A. YOUNG MUNICIPAL CENTER, DETROIT, MI 48226. FURNISH THE BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL DEPARTMENT WITH MOTOR TRUCK PERMITS AND DEVISE TAGS FOR TWO (2) YEARS WITH OPTION TO RENEW FOR AN ADDITIONAL ONE (1) YEAR PERIOD ALL IN ACCORDANCE WITH SPECIFICATIONS. THE FOLLOWING FORMS AND DOCUMENTS ARE INCLUDED WITH THIS RFQ AND MUST BE RETURNED AND ARE CONSIDERED A PART THEREOF WITH YOUR SUBMITTED BID. DO NOT RECEIVE A COPY OF ALL LISTED ITEMS (FORMS), PLEASE CONTACT THE PURCHASING DIVISION AT (313) 224-4609. ALL FORMS AND DOCUMENTS MUST BE SUBMITTED WITH YOUR BID QUOTE OR YOU BID MAY BE DISQUALIFIED FOR BEING INCOMPLETE. 1. SECURITY PAGE - 1 PAGE 2. SIGNATURE SHEET - 1 PAGE 3. STATEMENT OF NO BID FORM - 1 PAGE 4.STANDARD PARAGRAPHS - 4 PAGES 5. SPECIFICATIONS AND ITEM QUOTE SHEET -1 PAGES 6. ARTWORK SAMPLES SHEETS - 6 PAGES PAGES 7.GENERAL CONDITIONS 3 PAGES 8.SPECIAL CONDITIONS 9.CLEARANCES - 4 PAGES

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PAYMENT TERMS

Net 30 FREIGHT TERMS COPY

SUPPLIER NO.

1015464

DATE OF REQUEST 12-MAR-15

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QUOTE VIA

Sealed Bid

REVISED DATE/BUYER

19-MAR-15 I Patterson

F.O.B.

CONFIRM TO / TELEPHONE

DUE (		Sealed Blu	Q	JOTE INFORMATION VALID		
	APR-15		FF	ROM 02-APR-15	TO 01-JUL-15	5
LINE	ITEM NUMBER / DESCRIPTION		QUANTITY UNIT	UNIT PRICE	EXTENSION	TAX
	10.EQUALIZATIONS FORM 11.SLAVERY ORDINANCE 12.HIRING COMPLIANCE 13.SUPPLIER APPLICATI	& AFFIDAVIT - 3	4 PAGES 3 PAGES PAGES			
	This Is Not Do Not Detach — R	An Order eturn All Papers				



1008 COLEMAN A. YOUNG MUNICIPAL CENTER DETROIT, MICHIGAN 48226 PHONE 313 • 224 • 4600 FAX 313 • 628 • 1160

### For Personal or Delivery Service delivery of quotations:

The Coleman A. Young Municipal Center has increased its security measures at all points of entry and exit of the building. Please allow ample time to pass through the security checkpoints to allow for the timely submission of your bid. A list of items **not** allowed in the building is listed below for your information. For delivery by a service or individual other than the bidder, it is the responsibility of the bidder to inform the service or individual of the City of Detroit's security policy.

# NOTICE COLEMAN A. YOUNG MUNICIPAL CENTER PROHIBITED ITEMS

Listed below are items that are STRICTLY PROHIBITED in the Coleman A. Young Municipal Center. Your cooperation in this matter is appreciated. Your non-cooperation may result in items being confiscated and possible criminal prosecution under applicable statutes or ordinances.

**METAL OR RATTAIL COMBS TWEEZERS** All KNIVES, INCL. PEN KNIVES **BOX CUTTERS BULLETS** (or anything similar) **BRASS KNUCKLES** RAZORS OR RAZOR BLADES **PADLOCKS SPIKES** MACE or PEPPER SPRAY SCREWDRIVERS, TOOLS, ETC. **SCISSORS** LOOSE BATTERIES HAIR CLIPPERS **BASEBALL BATS IRONS** GUNS (Including Models, Replicas or Toys) **NAIL FILES SYRINGES MANICURE SETS METAL KNIVES, FORKS, SPOONS NAIL CLIPPERS CAN OPENERS CURLING IRONS** NAILS, SCREWS, BOLTS **EXPLOSIVE OBJECTS/MATERIALS** HAIR PICKS **MEASURING TAPES HANDCUFFS (Law Enforcement ONLY) NEEDLES OF ANY KIND** 

The D-WJBA and the Security Personnel Reserves the Right to Prohibit Additional Items Without Prior Notification

ASSIGNMENT: A Contractor shall not assign any Purchase Order or Contract or any monies due therefrom

without prior approval of the Purchasing Director, the Finance Director and in some cases the

City Council. Contact the Purchasing Agent for proper procedure.

50238 \*\*\*UNSIGNED BIDS CANNOT BE CONSIDERED\*\*\*

FOLLOWS:	S PROPOSAL, WE SUBMIT INFORMATION IDENTIFIED AS
BIDDING UNDER THE NAME OF:	
(PURCHASE ORDER WILL BE ISSUED AND PAYMENT) MAILED. VENDOR PICK-UP OF PAYMENT IS NOT AC	(PRINT FULL LEGAL NAME) I WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE CCEPTABLE)
MAILING ADDRESS:	
	(ZIP CODE)
PAYMENT MAILING ADDRESS:	
(IF DIFFERENT FROM ABOVE)	
BUSINESS ADDRESS:	(ZIP CODE)
(CHECK ONE): LEASE RENT OWN	
	(ZIP CODE)
FEDERAL EMPLOYER ID #:	
CHECK ONE:	
( ) CORPORATION, Incorporated Under The I	Laws Of The State Of
	sed To Do Business In Michigan?YESNO
) PARTNERSHIP, Consisting of (List Partner	s)
) ASSUMED NAME (Register No.)	
) INDIVIDUAL	
TIE LIKM TO THIS BID.	PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT
ATE	<b>AUTHORIZED SIGNATURE:</b>
-MAIL	SIGNED:
ELEPHONE NO.	
AX NO	
ELL PHONE NUMBER	ALTERNATE COMPANY CONTACT

\*THIS FORM MUST BE FILLED IN ITS ENTIRETY. FAILURE TO COMPLETE FORM  $\underline{WILL}$  BE CAUSE FOR REJECTION.\*

### STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Finance Purchasing, 1008 Coleman A. Young Municipal Center, Detroit, MI 48226 or Fax to 313-628-1160. (Please print or type, except signature)

### Contracting & Procurement Specialist: Iva Patterson RFP#50238 – MOTOR TRUCK PERMITS & DEVISE TAGS

COMPANY N	AME:
( Fn Fn Fn Fn Fn Fn Fn Fn	
CITY:	STATE: ZIP:
CONTACT PE	ERSON:PHONE:
We, the unde	rsigned, have declined to quote on your bid No.
For	(Commodity) because of the following reasons:
(Check all that a	apply)
	City of Detroit payment issues (specify below)
****	We do not offer this product or the equivalent.
VIII CONTRACTOR OF THE CONTRAC	Unclear description/specifications (specify below).
	Length of PO award is too long.
Mode And Registration and the Company of the Compan	Insufficient time to respond to the invitation to bid.
	Remove our name from this bid list only.
	Our product schedule would not permit us to perform.
**************************************	Unable to meet bond requirements.
Villatoria de	Other (specify below).
REMARKS:	
Signature:	Date:

BIDDER'S COMPANY NAMERFQ#	50238
---------------------------	-------

### STANDARD PARAGRAPHS

### **FURNISH:**

Motor Truck Permits and Devise Tags for two (2) years in accordance with specifications following the date of city council approval.

### REJECTIONS, MODIFICATIONS, CANCELLATIONS

THE CITY OF DETROIT EXPRESSLY RESERVES THE RIGHT TO: 1) ACCEPT OR REJECT, IN WHOLE OR IN PART, ANY AND ALL QUOTES RECEIVED; 2) WAIVE ANY NON-CONFORMITY, 3) RE-ADAVERTISE FOR QUOTES; 4) WITHHOLD THE AWARD FOR ANY REASON THE CITY DETERMINES; 5) CANCEL AND/OR POSTPONE THE REQUEST FOR QUOTE, IN PART OR IN ITS ENTIRETY, AND/OR, 6) TAKE ANY OTHER APPROPRITE ACTION THAT IS IN THE BEST INTEREST OF THE CITY. THIS RFQ DOES NOT COMMIT THE CITY OF DETROIT TO AWARD A CONTRACT, TO PAY ANY COST INCURRED IN THE PREPARATION OF A QUOTE UNDER THIS REQUST, OR TO PROCURE OR CONTRACT FOR SERVICES.

### NOTE

If at any time during this contract period the vendor can't provide the requirement of this contract, the City of Detroit reserves the right to select another vendor any time during this contract period.

### **BIDDERS SAMPLES:**

Bidders <u>must submit</u> a sample of the motor truck permit and the devise tags <u>with your bid</u>. **Failure to submit samples could be grounds for rejection of your bid**. Samples are at no charge to the City of Detroit.

### **COOPERATIAVE BID SOLICATION:**

This bid solicitation includes the City of Detroit's preference for environmentally preferred goods and services where applicable. The City of Detroit will utilize and compare the responses to this bid to available cooperative purchasing agreements. For a complete explanation refer to Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services. **SEE BELOW LIST OF COOPERATIVE:** 

- National Intergovernmental Purchasing Alliance (National IPA)
- National Joint Powers Alliance (NJPA)
- Western States Contracting Alliance (WSCA)
- US General Services Administration (GSA)
- U.S. Communities
- Michigan Delivering Extended Agreements Locally (MiDeal)

### **GENERAL CONDITIONS:**

It is the responsibility of the Bidder to review General Conditions as specified, pages 1 through 3. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering price, terms, quote and/or conditions MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

### SPECIAL CONDITIONS:

It is the responsibility of the Bidder to review the Special Conditions attached to this RFQ and comply with all requirements therein.

### QUOTATIONS/PROPOSALS:

Bidders **MUST** submit a sealed bid in hard copy format with and original, one copy and a soft copy on flash drive using the Microsoft Office 2000-2003 software. **Failure to do so could result in rejection of your** bid. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. **Failure to submit both could be grounds for rejection.** 

BIDDER'S COMP.	ANY NAME		RFQ#50238
deviations are proper grounds for rejection	ed to herein are or services mayb rly outlined and a of your bid. The	e offered if deviations from stated in the bid document	be, and/or construction, and/or operation. specifications are minor and if all Failure to outline all deviations will be iroit, acting through the Purchasing has from specifications.
PRICE: Contract price SHOULD INCLUDE	es are FIRM for ALL SET UP C	the entire contract period in HARGES AND FREIGHT C	ncluding any renewal options. PRICING COST IF ANY.
EXPERIENCE AND I	REFERENCES:	RIENCE WILL BE A FACT	OR IN MAKING THE AWARD.
Company Name	Address	Contact Person	Phone No.
1		•	
2			
3			
and/or services from to services which the Cit	ircnase all of its he contractor, ar y of Detroit requ	NORMAL REQUIREMENT nd the contractor is obligate ires for its operations. Requ	ty of Detroit is obligated during the S of the above referenced products d to supply the quantities and/or direments stated herein are approximate quirements stated are not guaranteed.
SPECIFICATION CHE We have read the spe ( )Are able to meet sp ( )All deviations are p	cifications thorous	out deviation	edfor identification.
SIGNED:			
TITLE:			
CONTRACT ACCEPT The successful bidder of a "Contract Award N	shall be notified	of the execution of a contra hase Order. The "Contract	act by the City of Detroit upon issuance Award Notice" shall contain the date

the contract award was approved. The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will **not** be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

### TERMINATION OF CONTRACT:

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

BIDDER'S COMPANY NAME	RFQ#50238
SHIPMENT: The Contractor will be expected to make reasonably prompt deliveries Should an emergency arise for items which are not available, The City secure sufficient quantities from others to meet its immediate needs wi contract. If, however, in the sole opinion of the Finance Department, Prails to render reasonably prompt delivery service, the City of Detroit mand no damages will accrue.	of Detroit reserves the right to ithout prejudice of the proposed
The City of Detroit wherein referred to shall mean the City of Detroit, ac Director.	cting through the Purchasing
It is understood that these supplies will be required in various quantities. Shipments will be made within three (3) days from each notice to ship	s and shipments from time to time.
The City of Detroit reserves the right to reject low bids offering unsatisfa	actory shipment terms.
( ) I/We can meet delivery terms.	
( ) I/We can not meet delivery terms but we offer the following within _	days.
<b>AWARD:</b> Award(s) will be made on a low total net bid basis on the estimated qua	antities shown. Bidders shall quote

Award(s) will be made on a low total net bid basis on the estimated quantities shown. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. All awards are subject to Ordinance No. 15-00.

### **TERMS OF PAYMENT:**

\_% will be allowed for payment of invoice within thirty (30) days of delivery and A discount of acceptance of the above items and vendor's invoice. Other terms less than thirty (30) days, É,O,M., Proximo, etc., shall not be considered. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

The City of Detroit reserves the unqualified right to reject any bid which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

This paragraph supersedes paragraph 4 of the General Conditions.

### F.O.B.:

Goods are to be F.O.B. delivered to location(s) within the City of Detroit and other specified locations as requested and/or indicated.

### **BID WITHDRAWAL:**

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

This paragraph supersedes paragraph 14 of the General Conditions.

### **EQUALIZATION FACTOR:**

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder.

BIDDER'S COMPANY NAME	RFQ#50238
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Vendors who wish to receive Equalization credit for bids submitted must fill out the attached *Equalization Eligibility Form* and return it with their bid document along with any supporting documentation required to substantiate eligibility. The Equalization Eligibility Form and supporting documentation must be submitted with <u>each and every bid response</u> submitted by the vendor. Failure to return the Equalization Eligibility Form and/or Affidavit along with required documentation will result in equalization credit not being applied to your bid.

### **INVOICING:**

All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount.

Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b) Contractor must submit price lists in accordance with bid requirements.
- c) Original invoice must be submitted to the appropriate City of Detroit Account's Payable Section.
- d) Copy of invoice must be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone number of the contact person responsible for processing payment.

# BULDINGS, SAFETY, ENGINEERING & ENVIRONMENTAL DEPARTMENT BUSINESS LICENSE

# RFQ#50238 – MOTOR TRUCK PERMIT & DEVISE TAGS SPECIFICATIONS & ITEM OUOTE SHEET

CONTACT PERSON: Yakeima Fife (313) 224-0365

### SPECIFICATIONS FOOD VENDOR TAGS: PROVIDE SAMPLE WITH BID

Tags are to be 1 ¾ x 1 ¾, All tags must be made of Scotch-Lite or Mylar type (non-removable type) and be pressure sensitive. The numbering stock must be covered with a plastic coating to protect the tag from being defaced from scratching at the numerals or letters. There must be an easy off backing of the same size as the tag. The tags must be packaged in numerical sequence form low to high and in gummed pads of 100 with not omissions. THE "SPIRIT OF DETROIT" MUST APPEAR ON EACH TAG AS SHOWN IN THE SAMPLE.

COLOR: Stock color Brown; Letters white

NOTE: The expiration date will be provided at time of order.

ITEM#	QUANTITY	TYPE OF	PRICE
		TAG	
1	300	Food Vendor	S

# SPECIFICATIONS DEVICE TAGS – AMUSEMENT & MECHANICAL MOTION PICTURE: PROVIDE SAMPLE WITH BID

Tags are be 3' side x 2" high. All tags must be made of Scotch-Lite or Mylar type (non-removable type) and be pressure sensitive. The numbering stock must be covered with a plastic coating to protect the tag form being defaced form scratching at the numerals or letters. There must be an easy off backing of the same size as the tag. The tags must be packaged in numerical sequence from low to high and in gummed pads of 100 with no omissions. THE "SPIRIT OF DETROIT" MUST APPEAR ON EACH TAG AS SHOWN IN THE SAMPLE.

NOTE: The expiration date will be provided at time of order.

COLOR- Amusement - Stock color - black; letter color - white

COLOR - Mechanical Motion Picture - Stock color - green; letter color - white

ITEM#	QUANTITY	TYPE OF TAG	PRICE
1	900	Amusement	S
distant management		Mechanical	
2	100	<b>Motion Picture</b>	S

SPECIFICATIONS FOR: Motor Vehicle for Hire, Luxury Sedan Permit & Motor Truck Permit are with the artwork samples enclosed.

NOTE: The expiration date will be provided at time of order.

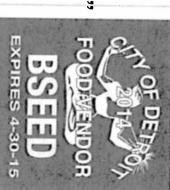
ITEM#	QUANTITY	TYPE OF TAG	PRICE
1	8000	Motor Truck Permit	S
2	100	Luxury Sedan Permit	S
3	75	Motor Vehicle for Hire	S

BUILDINGS, SAFETY ENG & ENV DEPT CD-BS-3X3-DECAL (SIDE ONE)
YELLOW BKGRD WHITE COPY, SIGNATURE CLEAR WINDOW 4XR .125" ယ္ဒ SAMPLE OF STATE OF ST ယ္မ 5 clear window with #s 01-9000 YELLOW-ယ္မ 2 CHY OF DETECT ယ္ SEE BY

11/24/14 TK

BUILDINGS, SAFETY ENG & ENV DEPT CD-BS-3X3-DECAL (SIDE TWO)
YELLOW BKGHD WHITE COPY, SIGNATURE CLEAR WINDOW

11/24/14 TK



1.75"

BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL FOOD VENDOR 2014 DIGITAL-GREEN & WHITE 4/9/14 AJ

3.0"



CONSECUTIVE NUMBERED 001-100

BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL BSE-2011 D-TAGS BLACK BKGD, BLACK NUMBER & WHITE COPY & LOGO 4/9/14 AJ

2.0"

3.0"

2.0"



CONSECUTIVE NUMBERED 001-1100

BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL AMUSEMENT ONLY YELLOW BKGD, BLACK COPY, NUMBER & LOGO 4/9/14 AJ

ယ္ခ Detroit, Michigan 48226 (313) 224-3178 MOTOR VEHICLE FOR HIRE side & apply to inside lower left Remove protective paper from face (Driver's side) of windshield 105 C.A.Y.M.C. 8:00 AM-4:00 PM NON-TRANSFERABLE **EXPIRES 6-30-15** BSEED ယ္ 3 2 clear window with #s 01-75 R.125" ယ္ခ No MOTOR VEHICLE FOR HIRE 2 CITY OF DETROIT ယ္ခ 6-30-15 **EXPIRES** 

BUILDING AND SAFETY ENGINEERING MOTOR VEHICLE (SIDE ONE)
DIGITAL BLACK AND GREEN- WHITE FLOOD
5/19/14 AJ

BUILDING AND SAFETY ENGINEERING MOTOR VEHICLE (SIDE ONE)
DIGITAL BLACK AND GREEN- WHITE FLOOD
5/19/14 AJ

BUILDING AND SAFETY ENGINEERING KEYD-3X3-DEC-.2C (SIDE TWO) DIGITAL RED BKGD/WHITE COPY-WHITE FLOOD (ADHESIVE THIS SIDE) 5/19/14 AJ ယ္ခ Detroit, Michigan 48226 (313) 224-3178 side & apply to inside lower left LUXURY SEDAN PERMIT (Driver's side) of windshield Remove protective paper from face 105 C.A.Y.M.C. 8:00 AM-4:00 PM **EXPIRES 6-30-15** BSEED ယ္ခ 5 100 clear window with BUILDING AND SAFETY ENGINEERING KEYD-3X3-DEC-.2C (SIDE ONE)
DIGIȚAL RED BKGD/WHITE COPY- WHITE FLOOD #s 01-100 R .125" ယ္ခ No LUXURY SEDAN PERMIT 2 CITY OF DETROIT ယ္ခ 6-30-15 **EXPIRES** 

5/19/14 AJ

### GENERAL CONDITIONS

### REVISED 31-OCT-03

- 1. Procurement Policy. Procurement for the City of Detroit, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make
- Non-Discrimination Clause. In Accordance with all Federal and State Legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a Contract compliance program to monitor all Contractors doing business with the City and to review the employment practices of Contractors seeking to do business with the City prior to entering into a Contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The bidder agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the
- Unit Prices, Notations, and Workmanship. Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.
- Prices Quoted/Cash Discounts. Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder. provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.
- Sales Tax Exemption. The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.
- Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state 'Do Not Substitute.' The decision of the City shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they

- Delivery Terms/Time. F.O.B. delivered prices are preferred. F.O.B. delivered means delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder
- Container. Packing, reels, etc., if chargeable, must be shown as separate items. Return freight must be paid by bidder.
- Labeling of Envelopes. Bidders must label envelopes containing bid "This envelope contains bid on (-commodity-) File No.(-number-)Due on or before (-time-) on (-Date-)\*. A label is attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.
- 10. Receipt of Bids. Bids must be received in the Purchasing Division, 1008 Coleman A. Young Municipal Center., Two Woodward Ave., Detroit, MI 48226, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the
- 11. Withdrawal. No bid shall be withdrawn for (90) ninety days from submission deadline unless other wise stated in this bid form. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.
- 12. Award. The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregulanty in any bid or to reject any

The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 15-00, forbids the award of any Contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, bidders may confact the Real and Personal Property Tax Division (313 224-3568) and/or City Income Tax Division (313 224-3332) to determine their tax status.

All awards will be made in accordance with the provisions of Section 21, Article III of the Detroit Municipal Code (Ordinance No. 15-00) which provides for purchasing and disposition of property consistent with the City Charter.

13. Start of Work. No Contract shall become effective until the Contract has been approved by the required City Departments and signed by the City of Detroit Purchasing Director. Prior to the completion of this approval process, the Contractor will have no authority to begin work on this Contract.

### General Conditions Continued Revised 31-OCT-03

The Finance Director shall not authorize any payments to the Contractor prior to such approval. Nor shall the City incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

- 14. Inspection. All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise, fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The bidder shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.
- 15. Freight Rates. Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the Contract price. This applies only to movement of the finished
- 16. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.
- Assignment. A Contractor shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City.
- 18. Default. Default is defined as the failure of the bidder to fulfill the obligations of their Formal Bid. An event of default shall be construed as a material breach of this Contract.
- 19. Damages for Breach of Contract. The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the City sustains in excess of set-off.

If the Contract is so terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Contractor shall be liable to the City for any and all costs occasioned to the City thereby.

The City may assess upon the Contractor, for failure to meet any provision or condition of the Formal Bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

- 20. Termination. The Contractor agrees that the City shall have the right to terminate any award to the Bidder for cause, as determined by the Purchasing Director, without any liability whatsoever, upon the giving of ten (10) days notice.
- 21. Audit, Inspection of Records and Cost Verification. The City reserves the right to audit employees payroll records to verify labor charges upon 72 hours notice.

The Contractor shall permit the authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Agreement inspection.

22. Compliance With Laws and Security Regulations. The Contractor shall comply with and shall require its associates to comply with: (1) applicable federal, state and local laws, ordinances, code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project externally; and (3) with the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Contractor shall hold the City harmless with respect to any damages arising from any violations of same by it or its associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

- 23. Patents. The Contractor shall protect and indemnify the City against expense of any nature, shall bear the cost of any law suits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus,
- 24. Indemnity. The Contractor agrees to save harmless the City against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes agents.
  Agents.
- 25. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

## General Conditions Continued Revised 31-OCT-03

The Contractor also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or brokerage, or contingent fee.

- 26. Addresses. Contractor shall notify the City upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing Purchases Agent identified on the Purchase Order and shall include all of Contractor's changed information and the effective date of such change.
- 27. Taxpayer Identification Number. Contractor shall notify the Purchasing Director and the Income Tax Director of the City upon the change of Contractor's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Contractor's taxpayer identification number and all contract and purchase order numbers under which the Contractor is currently providing goods and services to the City; and, shall be delivered to the City within five (5) business days of Contractor's receipt of information of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Contractor to supply the
- 28. Setoff. In addition to Conractor's obligation to not become in arrears to the City for any obligation owed to the City. City shall have the right to recover from payment owed to Contractor by City, delinquent withholding, corporate and property tax liabilities owed to the City by Contractor. The City's right of recovery shall be a setoff against those payments owing to Contractor by virtue of this, or any current City Contractor. The provide written notice to Contractor of any intention to invoke its right to setoff payments due to Contractor under this Contract. The City will withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Contractor at the address provided in the

### (EFFECTIVE 16-APR-00/REVISED 22-SEP-00/REVISED 31-OCT-03/REVISED 19-MAR-10) SPECIAL CONDITIONS

Ordinances/Definitions. Copies of related ordinances, executive orders, and definitions of all terms. Detroit-Based Business, "Minority" and "Resident" are available upon request by contacting the Office of the City Clerk at Room 200 Coleman A. Young Municipal Center, Detroit, MI 48226, 313 224 3270. Vendors requesting a copy of the Purchasing Ordinance effective 16-AUG-00 should refer to Ordinance #15-00 when requesting additional information.

The following definitions shall apply to the Formal Bid document and all attachments:

- City The City of Detroit acting through the Purchasing Director
- CCD Contract Compliance Division of the City of Detroit's Finance Department
- Bidder The person or entity so named in the Formal Bid Document, or their authorized representative.

### EFFECTIVE FEBRUARY 10, 2010 REQUIREMENTS FOR RECEIVING EQUALIZATION CREDIT HAVE BEEN REVISED. Please review the following definitions and requirements for certification carefully.

\*Detroit-Based Business (DBB) - means a business which pays City income taxes on the business's net profits and pays City property taxes on 1) a plant or office and equipment which are ordinarily required for the furnishing of the goods or the performance of the services required by the contract and referred to in the application for certification as Detroitbased business or on 2) other real or personal property in the City equivalent in value to such plant or office and equipment, for not less than one (1) taxable year immediately prior to the date of the application for certification as a Detroit-based business.

- Provide verification that a firm has the physical resources including, but not limited to, inventory, equipment, vehicles, etc., as well as the ability to provide the services indicated in its application for certification at the City
- Provide verification of the ability of the business to carry out the service or repair the product to be sold to the 2 3.
- Provide references, licenses, or other means of verification acceptable to the City that the services the firm offers to the City has been provided at the City site for at least one (1) year prior to the date of application. 4
- Provide verification that the business has or can procure an adequate number of employees based at its City

\*Detroit-Based Small Business - Any business which meets the definitions of Detroit-based business and small business concern as certified by the City of Detroit Human Rights Department prior to bid due date.

\*Detroit Based Micro Business Concern (DBMBC) - Means a business, which meets the definitions of Detroit-based business concern and a micro business concern.

\*Detroit Headquartered Business (DHQ) - Means a business which

- Has received a certification as a Detroit-based business, as defined in this section.
- Has an office within the City of Detroit that services as the administrative center where the chief executive officer and highest-level management staff perform at least fifty-one percent (52%) of their management functions. Has received a certification as a Detroit-headquartered business.

\*\*Detroit Resident Business (DRB) - Means any business, which employs a minimum of four (4) employees, at least

\*\*\*Joint Venture - Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the

- is substantially included in all phases of the contract including, but not limited to, bidding and staffing;
- 2. Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management
- Receives at least fifty-one (51%) of the total remuneration from a specific contract; and 4. Shares profits and losses

\*\*\*Mentor Venture - Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the CBB, DBSB, DRB, or DBMBC;

- is substantially included in all phases of the contract, including, but not limited to, bidding and staffing:
- Provides at least thirty (30%) of the total performance, responsibility, and project management of a specific job;
- Receives at least thirty percent (30%) of the total remuneration from a specific contract; and

Shares in profits and losses

\*\*Micro Business Concern (MBC) - Means a business, which is one (1) of the following:

- A manufacturing business which has no more than fifty (50) employees; or
- A general construction business which has annual gross receipts of not more than one million seven hundred
- A specialty construction business which has annual gross receipts of not more than seven hundred thousand dollars
- A wholesale business which has no more than (en (10) full-time employees; or
- A retail business which has annual gross receipts of not more than five hundred thousand dollars (\$500,000.00); or
- A service business, other than professional services, which has annual gross receipts of not more than five hundred

Note: A business, which is an affiliate or a subsidiary of any entity that is not eligible for certification as a micro business

\*Small Business Concern (SBC) – Means a business which:

- Has been in existence and operating for at least one (1) year prior to the date of application for certification as a
- Does not meet the definition of a micro business concern, as defined in this division, and is one (1) of the following:
  - A manufacturing business which, for the three (3) fiscal years preceding the date of application for certification has provided full-time employment to not more than five hundred (500) persons; or
  - b. A general construction business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than seventeen million dollars (\$17,000,00.); or
  - A specialty construction business whose average annual gross receipts have not exceeded seven million dollars (\$7,000,000.00) in the three (3) fiscal years preceding the date of application for certification; or
  - d. A wholesale business which, for three (3) fiscal years preceding the date of application for certification, has provided full-time employment to not more than one hundred (100) persons; or
  - a. A retail business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than five million dollars (\$5,000,000.00); or
  - A service business, other than professional, which, for the three (3) fiscal years preceding the date of application for certification. Has average gross receipts of not more than five million dollars (\$5,000,000.00) or
- A professional services business which for the three (3) fiscal years preceding the date of application for certification has had average gross receipts or not more than three million dollars (\$3,000,000,000)

Note: A business, which is an affiliate or subsidiary of any entity that is not eligible for certification as a small business shall not be certified as a small business.

\*As demonstrated by submission of the Equalization Eligibility Form and proof of certification by the City of Detroit Human Rights Department. These categories must be certified by the City of Detroit Human Rights Department at time of bid submission. If a vendor(s) is not certified at the time of bid submission then equalization credit shall not be applied. For information regarding Certification call 313.224.4950. Failure to submit proper documentation with bid response may result in equalization credit not being applied. Vendors are strongly encouraged to make application for certification for all applicable categories. The certification process is lengthy and involved. Applications are closely scrutinized to determine eligibility of firms. Applications are processed in

\*\*As demonstrated by submission of Equalization Eligibility Form and Affidavit included with your bid package. Failure to submit these forms with your bid will result in equalization credit not being applied to your bid response. These forms must be included with each and every bid where the vendor wishes to receive consideration for equalization credit.

\*\*\*As demonstrated by submission of Equalization Eligibility Form and a copy of the written agreement between the parties to the Joint Venture or Mentor Venture. The Joint or Mentor Venture agreement must be submitted with each and every bid response submitted for consideration of applicable eligibility credit. The agreement is subject to review and acceptance by the City of Detroit.

2.	Eligible compete	Bidders. An "X" below indicates the class for this contract.	ne agreement is subject to review and accepte ssification of bidders that the City has determine	ance by the City of C
	2.1	Competition for this Contract is oned to	oll months and	and the suiting to

2.1	Competition for this Contract is open to all qualified bidders.	
2 2	Competition for this Contract is analysis	( <b>X</b> )
	Competition for this Contract is restricted per Ordinance No. 52-	H to Detroit-Based Businesses.
Subco	ntractor Utilization Requirements	

Subcontractor Utilization Requirements. The City has determined that 3 shall be subcontract to MBE's who have obtained certification from the Contract Compliance Division (CCD) prior to bid % of the total Contract amount (

4. Minority and Resident Hiring. (Executive Order No. 22) The worker hours on this Contract shall be performed by no ( )

ALL INFORMATION PROVIDED IN RESPONSE TO THE INVITATION FOR BID IS SUBJECT TO VERFICATION AND ACCEPTANCE BY THE CITY OF DETROIT. IF IT IS FOUND THAT INFORMATION SUBMITTED IS NOT VALID THE VENDOR MAY BE SUBJECT TO BEING PLACED IN DEFAULT AND/OR BID REJECTION AS DETERMINED BY THE CITY OF DETROIT PURCHASING DIRECTOR.

### CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A:	☐ HUMAN RIGHTS ☐ [	SS LICENSE   BUDGET   CITY COUNCIL   DDOT   DPW   FINANCE   FIRE   HEALTH RIGHTS   LAW   MAYOR   OMBUDSMAN   PLANNING& DEVELOPMENT   POLICE   PURCHASING ATION   WATER & SEWAGE OTHER					
ADDRESS OF DEP	ARTMENT						
DATE SENT	COI	NTACT PERSON					
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CONTRACT AMOU	NT \$		has 2 M Jr. 7.5 La control de				
SECTION B: CORPORATION NA		LIC	ENSE TYPE				
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OTHER CITY-OWN	ED PROPERTY PARCELS_						
CONTACT PERSON	1	PHONE NUMBER	EMAIL ADDRESS				
SECTION C: P	ARTNERSHIP	LICI	ENSE TYPE				
BUSINESS NAME_							
BUSINESS ADDRES	SS		_ CITY/STATE/ZIP	OWN 🗆 LEASE			
CITY PERSONAL P	ROPERTY NUMBER		FID / EIN NUMBER				
A: PARTNER'S NAM	1E	F	PHONE NUMBER				
HOME ADDRESS	И	CITY/STA	TE/ZIP	OWN LEASE			
DRIVER'S LICENSE			WNED PROPERTY PARCELS				
B. PARTNER'S NAM			PHONE NUMBER				
HOME ADDRESS		CITY/STA	TE/ZIP	OWN DIFASE			
DRIVER'S LICENSE	#	OTHER CITY-C	WNED PROPERTY PARCELS				
CONTACT PERSON			EMAIL ADDRESS				
SECTION D: SOL	E PROPRIETORSHIP	LICE	NSE TYPE				
BUSINESS ADDRESS			CITY/STATE/ZIP	OWN   LEASE			
CITY PERSONAL PR	OPERTY NUMBER		FID / EIN NUMBER				
OWNER'S NAME		DRIVER'S LICENSE	#PHONE N	NUMBER			
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### **REVISED 7-12-2012**

### **COVENANT OF EQUAL OPPORTUNITY**

### (Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative ofauthorized to enter into a Covenant of Equa	II CODONUNIV INPREMAMER "Covens	ant") with the City of Datumb
("hereinafter" City); obligating the Contractor and applicant for employment, training, education, or of the contract, with respect to his/her hire, pro employment because of race, color, religious to disability, sex, sexual orientation, or gender identification.	d all sub-contractors, not to discrimi apprenticeship connected directly or amotion, job assignment, tenure, ten beliefs, public benefit status, nation	nate against any employee or indirectly with the performance ms, conditions or privileges of the performance ms, conditions or privileges of the performance ms.
Contractor will ensure that the City of Detroit Hum contractors and a copy of their Covenant prior Contractor further agrees that the City of Detroit and at any time after the Covenant is fully execute	To the commencement of work on reserves the right to require addition	any City of Datumit and a
Furthermore, Contractor agrees that this Covenar time as indicated below and that a breach of this subject to damages pursuant to City Code, Ordina	S Covenant shall be deemed a mater	and/or for a specified period of rial breach of contract and be
RFQ / PO No.: (if applicable)		
Duration of Covenant	to	
Printed Name of Contractor/Organization		
	(Type or Print Legibly)	
Contractor Address		
(City)	(State)	(Zip)
Contractor Phone/E-mail		
(Phone)	,	E-mail)
Printed Name & Title of Authorized Representative		
Signature of Authorized Representative:		
	Date:	
*** This docum	ment MUST be notarized ***	
Signature of Notary:	_	
Printed Name of Seal of Notary:	<b></b> .	
My Commission Expires://	-	
FOR CONTRACT	ING DEPARTMENT USE ONLY:	UNIVERSE STATE
Date Rec'd:// Received by:	Title:	

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

# **Requirements For Income Tax Clearance**

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." "No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An approved Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file formD-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, drivers license, voter's registration, ect.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation (D-1120) or Partnership (D-1065) returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees" compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 (Annual Reconciliation) with W2's. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons:

- 1. Missing withholding payments, DW-3 Annual Reconciliation with W2's,
- 2. Unpaid assessments
- 3. Missing tax returns

Related data regarding taxpayers are confidential, therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances may visit our office to obtain information about their account or to submit requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328 or (313) 224-3329. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 1220. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

		REQUESTING DEPA	RTMENT/DIVISION:		
6					
CONTAC	T NAME:			FAX:	
	Clearance:		Renewal (Please subm	it 30 days prior to submitting bid o	r expiration date)
A. C In C 2	o: ity of Detroit icome Tax Divi oleman A. You Woodward Ave etroit, MI 4822	sion ng Municipal Center enue, Ste. 1220	For: Individual or Company Nan	ne	
	none: (313) 224 ax: (313) 224-45	-3328 or224-3329	City		
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# **Equalization Eligibility Form**

n after the firm which ased firm. ATION In accordance with Ordinance No 15-00

is not Detroit-based, whenever the bid of such competing firm shall be deemed a better bid than the bid of any competing tappropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTAND RETURN IT WITH YOUR BID. FAILURE TO DO SO WILL RESULT IN EQUALIZATION NOT BEING APPLIED.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	RFQ#	dinance as follows:
1	R	section 10-5-2 of the purchasing ordinance as follows:
	dit as per socitor 40 r	ar as bai section 10-2
	es for equalization cre	
Company Name	A vendor qualifie	

# Vendor to check all categories which apply'

	y the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with	
Detroit Based Business (as certified by	each and every bid response.)	

Detroit Based Business with Headquarters in Detroit (as certified by the Human Rights Department prior to bid due date. Proof of certification

Detroit Resident Business (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each

Detroit Based Small Business (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification

Detroit Based Micro Business Concern ( as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration) Joint Venture OR

Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Mentor Venture (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by \*The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division. If all respondents are certified Detroit

# Equalization Allowance for Detroit-based business and/or Detroit Resident Business TABLE

	5%	4%	$^{\circ}$	2%
DETROIT RESIDENT	5% 7/0 7/0	707	370	2.70 Dit 3%
DOLLAR VALUE DETROIT BASED Up to \$10,000,00	\$10,000.01 to \$100,000.00	\$100,000.01 to \$500,000.00	\$500,000.01 and over	Detroit Based Business w/Headquarters in Detroit

# \*Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture: For Certified Business Register Organization – Include copy of certification with Bid response TABLE **Equalization Percentage** 2% 1% 2% Detroit Based Micro Business Concern Detroit Based Small Business Mentor Venture Joint Venture

The undersigned hereby swears or affirms that all statements made with respect to eligibility for the provision of goods and/or services on the above named vendor are true and correct to the best of my knowledge. The undersigned further attests that its information provided is valid as of the date THIS AFFIDAVIT MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH EACH AND EVERY BID RESPONSE FOR CONSIDERATION

AFFIDAVIT OF ELIGIBILITY FOR EQUALIZATION CREDIT (Detroit Resident Business/Detroit Based Micro Business)

RFQ#

Instructions: This affidavit should be filled out by firms eligible to receive equalization credit as any of the following: 1) Detroit Resident Business section(s) requires. Make sure that the form is filled out completely, notarized, and included with your bid response. Note: This is a two-page 2) Detroit Based Micro Business. Initial each section for which the firm is eligible to receive credit and provide any information the applicable

_Detroit Based Micro Business	ng Carvice	loyees	al Gross Receipts \$
Detroit Based N	Type of Business:   Manufacturing	Number of Employees	Amount of Annual Gross Receipts \$

# PAGE 3 OF 4 - ALL PAGES MUST BE RETURNED WITH YOUR BID RESPONSE

# Detroit Resident Business

Total number of persons employed by the firm (including all full-time & part-time, owners, officers, managers, and support staff both professional &

Percentage of employees who are residents of the City of Total number of employees who are residents of the City of Detroit is:

The undersigned further swears or affirms that the following documents have been presented by all Detroit employees and will be maintained by the DRB vendor for a period of three (3) years upon completion of the contract bid upon. One (1) document from Group A or two (2) documents from

Group B: 1) W-4 Forms 2. Voter Registration Card 3) Current utility bill with the employee's name and Detroit street address indicated thereon. Group A: 1) Michigan Driver's License 2) Michigan I.D. Card 3) Prior Year City of Detroit Resident Income Tax Return

COMPLETING THIS AFFIDAVIT INCLUDE WITH THEIR BID RESPONSE PROOF OF CERTIFICATION AS A DETROIT BASED BUSINESS IN ORDER TO RECEIVE EQUALIZATION CREDIT A DETROIT BASED MICRO BUSINESS REFERENCED IN THIS VENDORS REQUESTING EQUALIZATION CREDIT AS A DETROIT BASED MICRO BUSINESS MUST, IN ADDITION TO

Questions regarding certification should be directed to the City of Detroit Human Rights Department at 313.224.4505.

The City reserves the right to verify information submitted and request additional documentation if it feels it is necessary to do so.

been falsified the vendor may be placed in default by the City for up to a three-year period at the discretion of the City of Detroit Finance The information submitted to substantiate Equalization Eligibility is subject verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that the information submitted has

THIS AFFIDAVIT IS TWO PAGES
BOTH PAGES MUST BE COMPLETED IN
ORDER TO BE CONSIDERED FOR
EQUALIZATION CREDIT FOR CATEGORIES
REFERENCED ON THIS FORM

Print Name of Affiant:
Signature of Affiant:
Company Name:
Subscribed and sworn before me this day:
Month Date Year
County, Michigan Commission Expiration Date
Notary Signature
Print Name of Notary
PLACE NOTARY STAMP HERE
REVISED 11/17/14

PAGE 4 OF 4 - ALL PAGES MUST BE RETURNED WITH YOUR BID RESPONSE

### SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

# NOTICE OF ENACTMENT OF ORDINANCE TO: THE PEOPLE OF DETROIT, MICHIGAN (On June 23, 2004, the City of Detroit adopted the following Ordinance)

### ORDINANCE NO. 20-04 CHAPTER 18 ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

**AN ORDINANCE** to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States:

### IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

**Section 1.** Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

### DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

### Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contactor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

### SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

### Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

### Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

### Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

**Section 3.** This ordinance is declared necessary for the preservation of the public peace, health, safety,

and welfare of the People of the City of Detroit.

**Section 4.** In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving., it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p. ) May 5, 2004

Passed: June 23, 2004

Published: July 19, 2004 Effective: July 19, 2004

JACKIE L. CURRIE City Clerk

# CITY OF DETROIT SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

of Predecessor Entities (if any):  Affidavit submission? No Yes, on:  (Date of prior su , complete Items 5 and 6.  ", list date of prior submission above, go to Item 6 and execute ctor was established in (year) and did not exist during ited States, is not a successor in interest to any entity that expert therefore has a successor in interest to any entity that expert therefore has a successor in interest to any entity that expert therefore has a successor in interest to any entity that expert therefore has a successor in interest to any entity that expert therefore has a successor in interest to any entity that expert therefore has a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest to any entity that expert is a successor in interest	bmission)  this Affidavit. g the slavery era in
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ctor was established in (year) and did not exist during ited States, is not a successor in interest to any entity that e	g the slavery era in
and therefore has no relevant records to search, or any perti-	nent information to
ctor has searched their records and those of any predecess no records that they or any predecessor(s) made any investm from the slave industry or from slave holder insurance policies.	ents in or derived
ctor has found records that they or their predecessor(s) made if profits from, the slave industry or slave holder insurance policestment, profits, or insurance policies, including the names of a s, is disclosed in the attached document(s).	cies. The nature of
re that the representations made in this Affidavit are accurated dge and are based upon a diligent search of records in sion or knowledge. All documentation attached to this Afure of all records that are required to be disclosed to the City redge that any failure to conduct a diligent search, or to make a ure, shall render this contract voidable by the City of Detroit.	the Contractor's fidavit reflects full
(Printed Name)	(Title)
(Signature)	(Date)

### Hiring Policy Compliance

### Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, by adding Division 6, Criminal Conviction Questions for City Contractors, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

### Hiring Policy Compliance Affidavit

1,	, being duly sw	worn, state that I am the
Title	Name of 1	Bidder Corporation or Other Business Entity
with the requirement through 18-5-86 the convictions of applic the competitive proceed the competitive proceed the competitive proceed that the competitive proceed the competitive proceed that the competitive proceeds the competitive procedure pro	ts of Article V, Division tree of I further affirm the ants for employment need the deduce in connection with the applicant or determined davit, I attach a copy of the any City contract that r	of this employer. I affirm that these policies are in compliance on 6 of the Detroit City Code of 1984, being Sections 18-5-8 that this employer will not inquire or consider the criminal eded to fulfill the terms of any City contract that may result from 6 ith which this affidavit is submitted, until such times as the first that the applicant is qualified.  The application form that will be used to hire employees needed may result from the competitive procedure in connection with
Title:	Date:	
STATE OF	) ) SS	
		d before me the day of, 20,
	•	Notary Public, County of
		My commission expires:



### INSTRUCTIONS FOR COMPLETING SUPPLIER APPLICATION

This form is intended for the use of adding or modifying Suppliers into the Database of the City of Detroit which will be used on Purchase Order. All Non PO request must be submitted on the Internal Supplier Request Form.

### **Top Section:**

- 1. Select initial application or change (to update existing supplier). If updating, write in Supplier number if known.
- 2. If you are an Imprest Cash Buyer completing this form for a supplier, complete agency information, and Authorized Signature.
- 3. Complete IRS form W-9 (located on DRMS WEB) check appropriate box.

### Section A

- Business Name Enter the legal name of the Business as recorded on the IRS W-9 Form. Do no use abbreviations unless it is a part of your legal business name.
- 2. IRS Form W-9 IRS Form W-9 must be submitted with all Supplier Application for each Business that a Supplier desires to register. See attachments for Instructions and Form.
- **3.** Address Complete the address information using the following definitions of the various sites. Check as many as apply, however you can not combine RFQ Only with any other site addresses.

### Definitions of Site Types:

RFQ Only Site – Location for receiving Request For Quotations only.

Purchasing Site – Location for receiving all Purchasing documents (ex. RFQ, Purchase Order, Riders, etc.)

Remit to Site - Location to receive payments.

### Section B

- 1. Supplier's NIGP Commodity Class (Identify equipment, supplies, and/or services on which you desire to quote from the attached NIGP Commodity Class listing. A second mailing will be sent to further identify the NIGP Commodity Code listing).
- 2. Additional Codes Use page two to supply additional NIGP Commodity Code listing).

### Section C

- 1. Business Ownership You must check a type of ownership.
- You must supply the Federal Tax ID, EIN or Social Security Number for that Business.
- 3. 1099 Supplier Check this box if you expect to receive an IRS Form 1099 from the City of Detroit. If you provide Health Care Services/Supplies or if your status is Sole Proprietor/Individual you must check this box "Yes".

### Section D

1. Supplier Signature required. If this is an Imprest Cash Buyer then complete top section (refer to instructions on top of page).

This application must be signed and dated by an Officer of the Firm or a person whom has authority to represent the company.



### CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DEPARTMENT PO SUPPLIER APPLICATION

ALL INFORMATION SHOULD BE TYPED OR PRINTED AND RETURNED TO PURCHASING 1008 CAYMC, DETROIT, MI 48226-313-224-4600, OR E-MAIL TO: Purchasing@detroitmi.gov

SUPI	NEW APPLICATION CHANGE (EXPLAIN IN COMMENTS P.2) PLIER NO.	AGENCY PRINT R AUTHORI	PHONE# EQUESTOR N ZED SIGNATU	Vame	AGENCY I	ctions a , b & c only)  Name	http rms w-9	DENCLOSED? DENCLOSED? DENCLOSED? DENCLOSED? DESTRUCTION C.3 OF THIS MAN
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020		19	GROUPING, DIAGNOSTIC, DRUG MONITORING, ETC.)
022		19	5 CLOCKS, TIMERS, WATCHES, AND JEWELERS' AND WATCHMAKERS' TOOLS AND EQUIPMENT
025		200	
031			WEATHER RELATED, WORK
	EQUIPMENT, PARTS AND ACCESSORIES (SEE RELATED ITEMS IN CLASS 740)	201	CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)
035	AIRCRAFT AND AIRPORT, EQUIPMENT, PARTS, AND SUPPLIES	204	COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
037	AMUSEMENT, DECORATIONS, ENTERTAINMENT, TOYS, ETC.	206	COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS
040	ANIMALS, BIRDS, MARINE LIFE, AND POULTRY,	207	COMPUTER ACCESSORIES AND SUPPLIES
0.45	INCLUDING ACCESSORY ITEMS (LIVE)	208	
045 050	APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE ART EQUIPMENT AND SUPPLIES	209	(PREPROGRAMMED) COMPUTER SOFTWARE FOR MINI AND MAINFRAME
050	ART OBJECTS	205	COMPUTERS (PREPROGRAMMED)
055	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.	210	CONCRETE AND METAL CULVERTS, PILINGS, SEPTIC TANKS, ACCESSORIES AND SUPPLIES
060	AUTOMOTIVE MAINTENANCE ITEMS AND REPAIR/REPLACEMENT PARTS	220	CONTROLLING, INDICATING, MEASURING, MONITORING, AND RECORDING INSTRUMENTS AND SUPPLIES
065	AUTOMOTIVE BODIES, ACCESSORIES, AND PARTS	225	COOLERS, DRINKING WATER (WATER FOUNTAINS)
070	AUTOMOTIVE VEHICLES AND RELATED	232	CRAFTS, GENERAL
	TRANSPORTATION EQUIPMENT	233	CRAFTS, SPECIALIZED
075	AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES	240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES
080	BADGES, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.	245	DAIRY EQUIPMENT AND SUPPLIES
085	BAGS, BAGGING, TIES, AND EROSION CONTROL	250	DATA PROCESSING CARDS AND PAPER
222	EQUIPMENT	255	DECALS AND STAMPS
090	BAKERY EQUIPMENT, COMMERCIAL	260	DENTAL EQUIPMENT AND SUPPLIES
095 100	BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES BARRELS, DRUMS, KEGS, AND CONTAINERS	265	DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL
105	BEARINGS (EXCEPT WHEEL BEARINGS AND SEALS -SEE	nca	(INCLUDING AUTOMOBILE)
100	CLASS 060)	269 271	DRUGS AND PHARMACEUTICALS
110	BELTS AND BELTING: CONVEYOR, ELEVATOR, POWER TRANSMISSION, AND V-BELTS	211	DRUGS, PHARMACEUTICALS, AND SETS (FOR LARGE- VOLUME PARENTERAL ADMINISTRATION, INFUSION, IRRIGATION, AND TUBE FEEDING)
115	BIOCHEMICALS, RESEARCH	280	ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
120	BOATS, MOTORS, AND MARINE AND WILDLIFE SUPPLIES	285	ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT
125	BOOKBINDING SUPPLIES		CABLE AND WIRE)
135	BRICKS AND OTHER CLAY PRODUCTS, REFRACTORY MATERIALS, AND STONE PRODUCTS	287	ELECTRONIC COMPONENTS, REPLACEMENT PARTS, AND ACCESSORIES: AND MISCELLANEOUS ELECTRONIC EQUIPMENT (NOT FOR TESTING OR ANALYZING -SEE
140	BROOM, BRUSH, AND MOP MANUFACTURING MACHINERY AND SUPPLIES	290	730) ENERGY COLLECTING EQUIPMENT AND ACCESSORIES:
145	BRUSHES (NOT OTHERWISE CLASSIFIED)	a	SOLAR AND WIND
150	BUILDER'S SUPPLIES	295	ELEVATORS AND ESCALATORS, BUILDING TYPE
155	BUILDINGS AND STRUCTURES: FABRICATED AND PREFABRICATED	305	ENGINEERING EQUIPMENT, SURVEYING EQUIPMENT, DRAWING INSTRUMENTS, AND SUPPLIES
160	BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT	310	ENVELOPES, PLAIN OR PRINTED
-65	CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL		

31	COATINGS, AND RELATED AGENTS	49	LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRONMENTAL SCIENCE, ETC.
31	8 FARE COLLECTION EQUIPMENT AND SUPPLIES		
32	EQUIPMENT AND SUPPLIES	45	LABORATORY AND FIELD EQUIPMENT AND SUPPLIES: BIOLOGY, BOTANY, GEOLOGY, MICROBIOLOGY, ZOOLOGY, ETC.
32	FEED, BEDDING, VITAMINS AND SUPPLEMENTS FOR ANIMALS (SEE CLASS 875 FOR DRUGS AND PHARMACEUTICALS FOR ANIMALS)	50	·
330		50	
335			SUPPLIES
340		510	
345		518	PARTS (NON-AGRICULTURAL APPLICATIONS)
350	•	520	LEATHER AND RELATED EQUIPMENT, PRODUCTS, ACCESSORIES, AND SUPPLIES
360	FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT, AND SUPPLIES	525	·
365	FLOOR MAINTENANCE MACHINES, PARTS, AND	530	
	ACCESSORIES	540	LUMBER AND RELATED PRODUCTS
370	FOOD PROCESSING AND CANNING EQUIPMENT AND	545	MACHINERY AND HARDWARE, INDUSTRIAL
	SUPPLIES	550	
375	FOODS: BAKERY PRODUCTS (FRESH)	555	MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
380	FOODS: DAIRY PRODUCTS (FRESH)		MARKING AND STENCILING DEVICES
385	FOODS, FROZEN	556	MASS TRANSPORTATION - TRANSIT BUS
390	FOODS: PERISHABLE	557	MASS TRANSPORTATION - TRANSIT BUS ACCESSORIES AND PARTS
393	FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS	558	MASS TRANSPORTATION - RAIL VEHICLES AND SYSTEMS
395	FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS	559	MASS TRANSPORTATION - RAIL VEHICLE PARTS AND ACCESSORIES
400	FOUNDRY CASTINGS, EQUIPMENT, AND SUPPLIES	560	MATERIAL HANDLING AND STORAGE EQUIPMENT AND
405	FUEL, OIL, GREASE AND LUBRICANTS	300	ALLIED ITEMS
410	FURNITURE: HEALTH CARE AND HOSPITAL FACILITY	565	MATTRESS MANUFACTURING MACHINERY AND
415	FURNITURE: LABORATORY		SUPPLIES
420	FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL	570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS
425	FURNITURE: OFFICE	575	MICROFICHE AND MICROFILM EQUIPMENT,
430	GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL, AND WELDING		ACCESSORIES, AND SUPPLIES
435	GERMICIDES, CLEANERS, AND RELATED SANITATION	578	MISCELLANEOUS PRODUCTS
	PRODUCTS FOR HEALTH CARE PERSONNEL	580	MUSICAL INSTRUMENTS, ACCESSOFIES, AND SUPPLIES
440	GLASS AND GLAZING SUPPLIES	590	NOTIONS AND RELATED SEWING ACCESSORIES AND SUPPLIES
445	HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES AND SUPPLIES	595	NURSERY STOCK, EQUIPMENT, AND SUPPLIES
450	HARDWARE AND RELATED ITEMS	600	OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES
460	HOSE, ACCESSORIES, AND SUPPLIES: INDUSTRIAL, COMMERCIAL, AND GARDEN	605	OFFICE MECHANICAL AIDS, SMALL MACHINES, AND APPARATUSES
465	HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES	610	OFFICE SUPPLIES: CARBON PAPER AND RIBBONS, ALL TYPES
470	HOSPITAL HANDICAP AND RELATED SPECIALIZED	615	OFFICE SUPPLIES, GENERAL
	EQUIPMENT AND SUPPLIES: MOBILITY, SPEECH IMPAIRED, AND RESTRAINT ITEMS	620	OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS, ETC.
475	HOSPITAL, SURGICAL, AND RELATED MEDICAL	625	OPTICAL EQUIPMENT, ACCESSORIES, AND SUPPLIES
485	ACCESSORIES AND SUNDRY ITEMS JANITORIAL SUPPLIES, GENERAL LINE	630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS
490	LABORATORY EQUIPMENT AND ACCESSORIES (FOR	635	PAINTING EQUIPMENT AND ACCESSORIES
	GENERAL ANALYTICAL AND RESEARCH USE): NUCLEAR, OPTICAL, AND PHYSICAL	640	PAPER AND PLASTIC PRODUCTS, DISPOSABLE
		645	PAPER (FOR OFFICE AND PRINT SHOP USE)
	a a constant of the constant o		•

6	50 PARK, PLAYGROUND, RECREATIONAL AREA AND	1	SHOES AND BOOTS
6	SWIMMING POOL EQUIPMENT 52 PERSONAL HYGIENE AND GROOMING EQUIPMENT AND		SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
	SUPPLIES	1	03 SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES
65	PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (NOT INCLUDING GRAPHIC ARTS, MICROFILM, AND X-RAY)	l g	GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC. SPORTING GOODS, ATHLETIC EQUIPMENT AND
65	88 PIPE AND TUBING		ATHLETIC FACILITY EQUIPMENT
65		8	10 SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT, AND PAINT)
66	9 PIPES, TOBACCOS, SMOKING ACCESSORIES; ALCOHOLIC BEVERAGES	8:	5 STEAM AND HOT WATER FITTINGS, ACCESSORIES, AND
66	5 PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MOLDING EQUIPMENT, ACCESSORIES, AND SUPPLIES	82	SUPPLIES
670	PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES	82	
675		83	
680	POLICE EQUIPMENT AND SUPPLIES		MOBILE, PORTABLE, STATIONARY, AND UNDERGROUND
685	·		TYPES
690		832	TAPE (NOT DATA PROCESSING, MEASURING, OPTICAL, SEWING, SOUND, OR VIDEO)
691	POWER TRANSMISSION EQUIPMENT - ELECTRICAL,	840	TELEVISION EQUIPMENT AND ACCESSORIES
	MECHANICAL, AIR AND HYDRAULIC	845	TESTING APPARATUS AND INSTRUMENTS (NOT FOR ELECTRICAL OR ELECTRONIC MEASUREMENTS)
700	PRINTING PLANT EQUIPMENT AND SUPPLIES (EXCEPT PAPERS)	850	•
710	PROSTHETIC DEVICES, HEARING AIDS, AUDITORY TESTING EQUIPMENT, ELECTRONIC READING DEVICES,	855	THEATRICAL EQUIPMENT AND SUPPLIES
	ETC.	860	TICKETS, COUPON BOOKS, SALES BOOKS, STRIP
715	PUBLICATIONS AND AUDIOVISUAL MATERIALS		BOOKS, ETC.
	(PREPARED MATERIALS ONLY, NOT EQUIPMENT, SUPPLIES, OR PRODUCTION)(SEE CLASS 785 FOR	863	TIRES AND TUBES
	INSTRUCTIONAL AIDS)	864	TRAIN CONTROLS, ELECTRONIC
720	PUMPING EQUIPMENT AND ACCESSORIES	865	TWINE
725	RADIO COMMUNICATION, TELEPHONE, AND	870	VENETIAN BLINDS, AWNINGS, AND SHADES
	TELECOMMUNICATION EQUIPMENT, ACCESSORIES, AND SUPPLIES	875	VETERINARY EQUIPMENT AND SUPPLIES (SEE CLASS 325 FOR VITAMINS AND SUPPLEMENTS FOR ANIMALS)
730	RADIO COMMUNICATION AND TELECOMMUNICATION TESTING, MEASURING, AND ANALYZING EQUIPMENT, ACCESSORIES AND SUPPLIES	088	VISUAL EDUCATION EQUIPMENT AND SUPPLIES (EXCEPT PROJECTION LAMPS -SEE CLASS 285)
735	RAGS, SHOP TOWELS, AND WIPING CLOTHS	883	VOICE RESPONSE SYSTEMS
740	REFRIGERATION EQUIPMENT AND ACCESSORIES	885	WATER AND WASTEWATER TREATING CHEMICALS
745	ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)	890	WATER SUPPLY, GROUNDWATER, SEWAGE
750	ROAD AND HIGHWAY BUILDING MATERIALS (NOT		TREATMENT, AND RELATED EQUIPMENT (NOT FOR AIR CONDITIONING, STEAM BOILER, OR LABORATORY
	ASPHALTIC)		REAGENT WATER)
755	ROAD AND HIGHWAY EQUIPMENT AND PARTS: ASPHALT AND CONCRETE HANDLING AND PROCESSING	895	WELDING EQUIPMENT AND SUPPLIES
760	ROAD AND HIGHWAY EQUIPMENT; EARTH HANDLING.	898	X-RAY AND OTHER RADIOLOGICAL EQUIPMENT AND SUPPLIES (MEDICAL)
	GRADING, MOVING, PACKING, ETC,	905	AIRCRAFT OPERATIONS SERVICES
765	ROAD AND HIGHWAY EQUIPMENT (EXCEPT ASPHALT,	906	ARCHITECTURAL SERVICES, PROFESSIONAL
	CONCRETE, AND EARTH HANDLING EQUIPMENT IN CLASSES 765 AND 760)	907	ARCHITECTURAL AND ENGINEERING SERVICES, NON- PROFESSIONAL
770	ROOFING	908	BOOKBINDING, REBINDING, AND REPAIRING
775	SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)	809	BUILDING CONSTRUCTION SERVICES, NEW
780		910	BUILDING MAINTENANCE AND REPAIR SERVICES
, 00	SCALES AND WEIGHING APPARATUS (SEE 175-08 FOR LABORATORY BALANCES)	912	CONSTRUCTION SERVICES, GENERAL
785	SCHOOL EQUIPMENT AND SUPPLIES	913	CONSTRUCTION SERVICES, HEAVY
790	SEED, SOD, SOIL, AND INOCULANTS	914	CONSTRUCTION SERVICES, TRADE (NEW
795	SEWING ROOM AND TEXTILE MACHINERY, AND ACCESSORIES	915	CONSTRUCTION) COMMUNICATIONS AND MEDIA RELATED SERVICES
	· · · · · · · · · · · · · · · · · · ·	w 14	

91	18 CONSULTING SERVICES
92	DATA PROCESSING SERVICES AND SOFTWARE
92	4 EDUCATIONAL SERVICES
92	5 ENGINEERING SERVICES, PROFESSIONAL
92	6 ENVIRONMENTAL AND ECOLOGICAL SERVICES
92	EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES FOR AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUSES AND OTHER VEHICLES
929	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - AGRICULTURAL, HEAVY INDUSTRIAL EQUIPMENT, AND MARINE EQUIPMENT
931	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS, AND SEWING EQUIPMENT
934	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - LAUNDRY, LAWN, PAINTING, PLUMBING, AND SPRAYING EQUIPMENT
936	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - GENERAL EQUIPMENT
938	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - HOSPITAL, LABORATORY, AND TESTING EQUIPMENT
939	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - OFFICE, PHOTOGRAPHIC, AND RADIO/TELEVISION EQUIPMENT
940	EQUIPMENT MAINTENANCE, REPAIR, CONSTRUCTION, AND RELATED SERVICES - RAILROAD
941	EQUIPMENT MAINTENANCE, RECONDITIONING, REPAIR, AND RELATED SERVICES - POWER GENERATION
945	FISHING, HUNTING, TRAPPING, GAME PROPAGATION, AND RELATED SERVICES
946	FINANCIAL SERVICES
947	FORESTRY SERVICES
948	HEALTH RELATED SERVICES (FOR HUMAN SERVICES SEE CLASS 952)
952	HUMAN SERVICES
953	INSURANCE, ALL TYPES
954	LAUNDRY AND DRY CLEANING SERVICES
956	LIBRARY SERVICES (SEE CLASS 908 FOR BOOKBINDING, REBINDING, AND REPAIRING)
958	MANAGEMENT SERVICES
959	MARINE CONSTRUCTION SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR; RELATED MARINE SERVICES
961	MISCELLANEOUS PROFESSIONAL SERVICES
962	MISCELLANEOUS SERVICES
965	PRINTING PREPARATIONS: ETCHING, PHOTOENGRAVING, AND PREPARATION OF MATS, NEGATIVES AND PLATES
966	PRINTING AND RELATED SERVICES
968	PUBLIC WORKS AND RELATED SERVICES
971	REAL PROPERTY RENTAL OR LEASE
975	RENTAL OR LEASE SERVICES OF EQUIPMENT - AGRICULTURAL, AIRCRAFT, AUTOMOTIVE, HEAVY EQUIPMENT, AND MARINE EQUIPMENT

977	RENTAL OR LEASE SERVICES OF EQUIPMENT - APPLIANCES, CAFETERIA, FILM, FURNITURE, HARDWARE, MUSICAL, SEWING, AND WINDOW AND FLOOR COVERINGS
979	RENTAL OR LEASE SERVICES OF EQUIPMENT - ENGINEERING, HOSPITAL, LABORATORY, PRECISION INSTRUMENTS, REFRIGERATION, SCALES, AND TESTING EQUIPMENT
981	RENTAL OR LEASE OF EQUIPMENT - GENERAL EQUIPMENT
983	RENTAL OR LEASE SERVICES OF EQUIPMENT - CLOTHING, JANITORIAL, LAUNDRY, LAWN, PAINTING, SPRAYING, AND TEXTILE EQUIPMENT
984	RENTAL OR LEASE SERVICES OF COMPUTERS, DATA PROCESSING, AND WORD PROCESSING EQUIPMENT
985	RENTAL OR LEASE SERVICES OF EQUIPMENT - OFFICE, PHOTOGRAPHIC, PRINTING, RADIO/TELEVISION/TELEPHONE EQUIPMENT
988	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
989	SAMPLING AND SAMPLE PREPARATION SERVICES (FOR TESTING)
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES
992	TESTING AND CALIBRATION SERVICES
998	SALE OF SURPLUS & OBSOLETE ITEMS

# (Rev. October 2007)

### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not

irxama	d Revenue Sarvice	(		seria to the IAS.
23	Name (as shown o	on your income tax return)		
on page	Business name, if	different from above	nte-mongrafieth and have were appropriate position for the second of the second of the enterior of the enterio	
Print or type Specific Instructions		box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership company. Enter the tax classification (D=disregarded entity, C=corporation, P=pations) ►	rtnership) ►	Exempt payee
Print To Inst	Address (number, s	treet, and apt. or suite no.)	Requester's name and add	fress (optional)
Specif	City, state, and ZIP	code		
See	List account number	(s) here (optional)		
(FEIZ)	Taxpayer	Identification Number (TIN)		
backup alien, so your en	withholding. For in de proprietor, or dis aployer identification	opriate box. The TIN provided must match the name given on Line 1 to dividuals, this is your social security number (SSN). However, for a residence of the control of the c	dent :	number
number	to enter.	nore than one name, see the chart on page 4 for guidelines on whose	Employer Identi	fication number
	Certification	on		
Jnder p	enalties of perjury, i	certify that:		
. The	number shown on t	his form is my correct taxpayer identification number (or I am waiting fo	or a number to be issued	f to mel, and
	not audient to best	array at 18 h fam 1 30 m d		-,,

- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Stonature of Here U.S. person ▶

Date >

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, If you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a granter trust) and not the beneficiaries of the trust,

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Allens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- The IRS tells the requester that you furnished an incorrect TIN,

- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### **Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note, If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- The United States or any of its agencies or instrumentalities.
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- An International organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- A futures commission merchant registered with the Commodity Futures Trading Commission,
  - 10. A real estate investment trust,
- An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
  - 13. A financial institution,
- A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct cates over \$5,000	Generally, exempt payees 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(i), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding; medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TiN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TiN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TiN to the requester, you must cross out item 2 in the certification before signing the form.

- Real estate transactions. You must sign the certification.You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, C overdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:		
1. Individual	The Individual		
Two or mare individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account		
<ol> <li>Custodian account of a minor (Uniform Gift to Minors Act)</li> </ol>	The minor '		
<ol> <li>a. The usual revocable savings trust (grantor is also trustee)</li> </ol>	The grantor-trustee '		
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner		
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner		
For this type of account:	Give name and EIN of:		
Disregarded entity not owned by an individual	The owner		
7. A valid trust, estate, or pension trust	Legal entity *		
Corporate or LLC electing corporate status on Form 8832	The corporation		
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization		
0. Partnership or multI-member LLC	The partnership		
A broker or registered nominee	The braker or nominee		
<ol> <li>Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</li> </ol>	The public entity		

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be turnished

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity the may use your SSN to get a job or may file a tax return using your SSN to receive a refunct.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal tiligation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payer who does not give a TIN to a payer. Certain penalties may also apply.

Circle the minor's name and furnish the minor's SSM.

You must thow your includes name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN fit you have one), but the IRS encourages you to use your SSN.

Ust first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.